

5/05/11 10:11:04
DK T BK 3,299 PG 635
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

RECORDATION REQUESTED BY:

Community Bank, North Mississippi; Memphis Office; 6465 N Quail Hollow Rd #100; Memphis, TN 38120

WHEN RECORDED MAIL TO:

Community Bank, North Mississippi; Memphis Office; 6465 N Quail Hollow Rd #100; Memphis, TN 38120

SEND TAX NOTICES TO:

Community Bank, North Mississippi; Memphis Office; 6465 N Quail Hollow Rd #100; Memphis, TN 38120

FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:
Community Bank, North Mississippi
6465 N Quail Hollow Rd #100
Memphis, TN 38120
(662) 429-8484

INDEXING INSTRUCTIONS: Lot 1, Davis Estates, in Sec. 30, T1S, R5W, DeSoto County, MS.



MODIFICATION OF DEED OF TRUST



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THIS MODIFICATION OF DEED OF TRUST dated April 22, 2011, is made and executed between James P Davis, whose address is 12260 Thompson Dr, Olive Branch, MS 38654-8202 ("Grantor") and Community Bank, North Mississippi, whose address is Memphis Office, 6465 N Quail Hollow Rd #100, Memphis, TN 38120 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated April 1, 2009 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

Deed of Trust recorded April 6, 2009, DeSoto County Chancery Clerk in Book 3013, Page 714 and Correction Deed of Trust

475 E. Commerce
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**MODIFICATION OF DEED OF TRUST
(Continued)**

Loan No: 6618995

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re-recorded August 18, 2009, DeSoto County Chancery Clerk in Book 3069, Page 621.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DeSoto County, State of Mississippi:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as Lot 1, Davis Estates, Olive Branch, MS 38654.

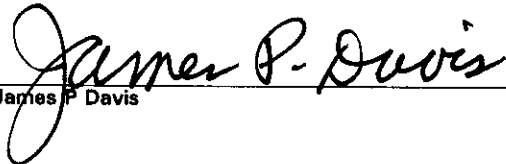
MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

To extend maturity date to May 5, 2014.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

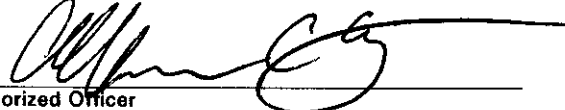
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED APRIL 22, 2011.

GRANTOR:

x 
James P Davis

LENDER:

COMMUNITY BANK, NORTH MISSISSIPPI

x 
Authorized Officer

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 6618995

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF MS)
COUNTY OF Desoto) SS
)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 22nd day of April, 20 11, within my jurisdiction, the within named James P Davis, who acknowledged that he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

Emily S. McCoy
NOTARY PUBLIC

My Commission Expires:
12-5-14



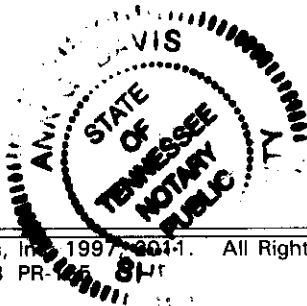
LENDER ACKNOWLEDGMENT

STATE OF Tennessee)
COUNTY OF Shelby) SS
)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 22nd day of April, 20 11, within my jurisdiction, the within named Christopher C. Ellis, who acknowledged that (he)(she) is Loan Officer of Community Bank, North Mississippi and that in said representative capacity (he)(she) executed the above and foregoing Modification, after first having been duly authorized so to do.

Ann D. Davis
NOTARY PUBLIC

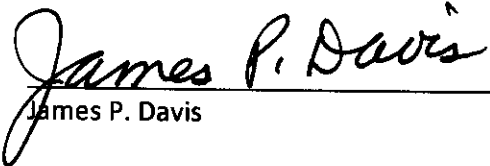
My Commission Expires:
7/16/14



Attached to and forming part of Modification Deed of Trust dated 4/22/11 in the name of James P. Davis

Lot 1, Davis Estates, situated in Section 30, Township 1 South, Range 5 West, DeSoto County, Mississippi as per plat thereof recorded in Plat Book 105, Page 36-37, Chancery Clerk's Office, DeSoto county, Mississippi.

Signed for identification:


James P. Davis 4/22/11